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## Section 1: SC 13D/A (AMENDMENT NO. 6)

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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

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### SCHEDULE 13D

Under the Securities Exchange Act of 1934  
(Amendment No. 6)\*

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**Legg Mason, Inc.**  
(Name of Issuer)

**Common Stock, \$0.10 Par Value Per Share**  
(Title of Class of Securities)

**524901105**  
(CUSIP Number)

**Li Han**  
**Group General Counsel**  
**Shanda Asset Management Investment Limited**  
**8 Stevens Road, Singapore 257819**  
**Telephone: (+65) 6361 0971**

(Name, Address and Telephone Number of  
Person Authorized to Receive Notices  
and Communications)

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**December 22, 2017**  
(Date of Event which Requires Filing  
of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 1(f) or 1(g), check the following box .

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-1(a) for other parties to whom copies are to be sent.

\*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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|   |  |                                 |
|---|--|---------------------------------|
| 1   | Names of Reporting Persons.<br>Tianqiao Chen   |                                 |
| 2   | Check the Appropriate Box if a Member of a Group (See Instructions).<br>(a) <input type="checkbox"/><br>(b) <input type="checkbox"/> |                                 |
| 3   | SEC Use Only   |                                 |
| 4   | Source of Funds (See Instructions)<br>AF   |                                 |
| 5   | Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)<br><input type="checkbox"/>                      |                                 |
| 6   | Citizenship or Place of Organization<br>The People's Republic of China   |                                 |
| Number of Shares Beneficially Owned by Each Reporting Person With | 7  | Sole Voting Power<br>6,424      |
|   | 8  | Shared Voting Power<br>0        |
|   | 9  | Sole Dispositive Power<br>6,424 |
|   | 10   | Shared Dispositive Power<br>0   |
| 11  | Aggregate Amount Beneficially Owned by Each Reporting Person<br>6,424  |                                 |
| 12  | Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)<br><input type="checkbox"/>                     |                                 |
| 13  | Percent of Class Represented by Amount in Row (11)<br>Less than 1% <sup>(1)</sup>  |                                 |
| 14  | Type of Reporting Person (See Instructions)<br>IN  |                                 |

(1) Calculated based on 91,937,502 shares of Common Stock outstanding as of November 6, 2017 as reported in the Issuer's Quarterly Report on Form 10-Q filed on November 9, 2017.

|   |  |                               |
|---|--|-------------------------------|
| 1   | Names of Reporting Persons.<br>Shanda Media Limited  |                               |
| 2   | Check the Appropriate Box if a Member of a Group (See Instructions).<br>(a) <input type="checkbox"/><br>(b) <input type="checkbox"/> |                               |
| 3   | SEC Use Only   |                               |
| 4   | Source of Funds (See Instructions)<br>AF   |                               |
| 5   | Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)<br><input type="checkbox"/>                      |                               |
| 6   | Citizenship or Place of Organization<br>British Virgin Islands   |                               |
| Number of Shares Beneficially Owned by Each Reporting Person With | 7  | Sole Voting Power<br>0        |
|   | 8  | Shared Voting Power<br>0      |
|   | 9  | Sole Dispositive Power<br>0   |
|   | 10   | Shared Dispositive Power<br>0 |
| 11  | Aggregate Amount Beneficially Owned by Each Reporting Person<br>0  |                               |
| 12  | Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)<br><input type="checkbox"/>                     |                               |
| 13  | Percent of Class Represented by Amount in Row (11)<br>0%   |                               |
| 14  | Type of Reporting Person (See Instructions)<br>CO, HC  |                               |

|  |  |                               |
|--|--|-------------------------------|
| 1  | Names of Reporting Persons.<br>Shanda Investment Group Limited   |                               |
| 2  | Check the Appropriate Box if a Member of a Group (See Instructions).<br>(a) <input type="checkbox"/><br>(b) <input type="checkbox"/> |                               |
| 3  | SEC Use Only   |                               |
| 4  | Source of Funds (See Instructions)<br>AF   |                               |
| 5  | Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)<br><input type="checkbox"/>                      |                               |
| 6  | Citizenship or Place of Organization<br>British Virgin Islands   |                               |
| Number of<br>Shares<br>Beneficially<br>Owned by<br>Each<br>Reporting<br>Person<br>With | 7  | Sole Voting Power<br>0        |
|  | 8  | Shared Voting Power<br>0      |
|  | 9  | Sole Dispositive Power<br>0   |
|  | 10   | Shared Dispositive Power<br>0 |
| 11   | Aggregate Amount Beneficially Owned by Each Reporting Person<br>0  |                               |
| 12   | Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)<br><input type="checkbox"/>                     |                               |
| 13   | Percent of Class Represented by Amount in Row (11)<br>0%   |                               |
| 14   | Type of Reporting Person (See Instructions)<br>CO, HC  |                               |

|  |  |                               |
|--|--|-------------------------------|
| 1  | Names of Reporting Persons.<br>Shanda Technology Overseas Capital Company Limited  |                               |
| 2  | Check the Appropriate Box if a Member of a Group (See Instructions).<br>(a) <input type="checkbox"/><br>(b) <input type="checkbox"/> |                               |
| 3  | SEC Use Only   |                               |
| 4  | Source of Funds (See Instructions)<br>AF   |                               |
| 5  | Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)<br><input type="checkbox"/>                      |                               |
| 6  | Citizenship or Place of Organization<br>British Virgin Islands   |                               |
| Number of<br>Shares<br>Beneficially<br>Owned by<br>Each<br>Reporting<br>Person<br>With | 7  | Sole Voting Power<br>0        |
|  | 8  | Shared Voting Power<br>0      |
|  | 9  | Sole Dispositive Power<br>0   |
|  | 10   | Shared Dispositive Power<br>0 |
| 11   | Aggregate Amount Beneficially Owned by Each Reporting Person<br>0  |                               |
| 12   | Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)<br><input type="checkbox"/>                     |                               |
| 13   | Percent of Class Represented by Amount in Row (11)<br>0%   |                               |
| 14   | Type of Reporting Person (See Instructions)<br>CO, HC  |                               |

|   |  |                               |
|---|--|-------------------------------|
| 1   | Names of Reporting Persons.<br>Shanda Asset Management Investment Limited  |                               |
| 2   | Check the Appropriate Box if a Member of a Group (See Instructions).<br>(a) <input type="checkbox"/><br>(b) <input type="checkbox"/> |                               |
| 3   | SEC Use Only   |                               |
| 4   | Source of Funds (See Instructions)<br>AF   |                               |
| 5   | Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)<br><input type="checkbox"/>                      |                               |
| 6   | Citizenship or Place of Organization<br>British Virgin Islands   |                               |
| Number of Shares Beneficially Owned by Each Reporting Person With | 7  | Sole Voting Power<br>0        |
|   | 8  | Shared Voting Power<br>0      |
|   | 9  | Sole Dispositive Power<br>0   |
|   | 10   | Shared Dispositive Power<br>0 |
| 11  | Aggregate Amount Beneficially Owned by Each Reporting Person<br>0  |                               |
| 12  | Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)<br><input type="checkbox"/>                     |                               |
| 13  | Percent of Class Represented by Amount in Row (11)<br>0%   |                               |
| 14  | Type of Reporting Person (See Instructions)<br>CO, HC  |                               |

This Amendment No. 6 to Schedule 13D (this “**Amendment No. 6**”) relates to the Common Stock, par value \$0.10 per share (the “**Common Stock**”), of Legg Mason, Inc., a Maryland corporation (the “**Issuer**”) and amends the Schedule 13D filed on April 21, 2016 as amended by Amendment No. 1 filed on July 7, 2016, Amendment No. 2 filed on December 20, 2016, Amendment No. 3 filed on February 1, 2017, Amendment No. 4 filed on June 30, 2017 and Amendment No. 5 filed on October 13, 2017 (“the “**Original Schedule 13D**”, and, collectively with this Amendment No. 6, the “**Schedule 13D**”).

Unless otherwise stated herein, the Original Schedule 13D remains in full force and effect. Terms used therein and not defined herein have the meanings ascribed thereto in the Original Schedule 13D.

### **Item 3. Source and Amount of Funds or Other Consideration**

Item 3 of the Original Schedule 13D is amended and restated to read as follows:

The 6,424 shares of Common Stock directly owned by Mr. Chen were granted to him in his capacity as a director of the Issuer pursuant to and under the conditions of the Issuer’s Non-Employee Director Equity Plan, as amended.

### **Item 4. Purpose of Transaction.**

The following paragraph shall be added to the end of Item 4 of the Original Schedule 13D:

On December 22, 2017, Shanda Asset Management Investment Limited entered into a Share Repurchase Agreement (the “**Share Repurchase Agreement**”) with the Issuer pursuant to which Shanda Asset Management Investment Limited agreed to sell to the Issuer an aggregate of 5,567,653 shares of Common Stock, at a purchase price of \$40.50 per share. The foregoing description of the Share Repurchase Agreement does not purport to be complete and is qualified by reference to the Share Repurchase Agreement, a copy of which is filed herewith as Exhibit 6 and is incorporated into this Item 4 by reference.

### **Item 5. Interest in Securities of the Issuer.**

Item 5 of the Original Schedule 13D is amended and restated to read as follows:

The information set forth in Items 2, 3 and 4 herein is incorporated herein by reference.

(a) – (b)

As a result of the transactions contemplated by the Share Repurchase Agreement, the Reporting Persons, other than Mr. Chen, no longer hold any shares of Common Stock.

Mr. Chen directly owns 6,424 shares of Common Stock, representing less than 1% of the outstanding shares of Common Stock of the Issuer. The foregoing percentage is calculated based on 91,937,502 shares of Common Stock outstanding as of November 6, 2017, as reported in the Issuer’s Quarterly Report on Form 10-Q filed on November 9, 2017.

Mr. Chen has the sole power to vote and dispose of the shares of Common Stock directly owned by him.

Except as set forth in Item 5(a), none of the Reporting Persons, and, to the best of their knowledge, any persons named in Schedule A hereto owns beneficially any Common Stock of the Issuer.

(c) On December 22, 2017, Shanda Asset Management Investment Limited sold to the Issuer an aggregate of 5,567,653 shares of Common Stock, at a purchase price of \$40.50 per share, pursuant to the terms of the Share Repurchase Agreement, as described in Item 4 above.

(d) Inapplicable.

(e) On December 22, 2017, the Reporting Persons ceased to be the beneficial owner of more than five percent of the shares of Common Stock of the Issuer.

**Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.**

Item 6 of the Original Schedule 13D is hereby amended and supplemented by adding the following at the end thereof:

On December 22, 2017, Shanda Asset Management Investment Limited entered into the Share Repurchase Agreement, defined and described in Item 4 above, with the Issuer pursuant to which Shanda Asset Management Investment Limited agreed to sell to the Issuer an aggregate of 5,567,653 shares of Common Stock, at a purchase price of \$40.50 per share. The transaction contemplated by the Share Repurchase Agreement was consummated on the same day.

The foregoing description of the Share Repurchase Agreement does not purport to be complete and is qualified by reference to the Share Repurchase Agreement, a copy of which is filed herewith as Exhibit 6 and is incorporated into this Item 6 by reference.

To the best knowledge of the Reporting Persons, except as provided herein and in the Original Schedule 13D, there are no other contracts, arrangements, understandings or relationships (legal or otherwise) among the Reporting Persons and between any of the Reporting Persons and any other person with respect to any securities of the Issuer.

**Item 7. Material to be Filed as Exhibits**

Item 7 of the Schedule 13D is hereby amended to add the following Exhibit:

Exhibit 6: Share Repurchase Agreement dated as of December 22, 2017, by and between Shanda Asset Management Investment Limited and Legg Mason, Inc.

## SIGNATURES

After reasonable inquiry and to the best of its knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated December 26, 2017

TIANQIAO CHEN

By: /s/ Tianqiao Chen

SHANDA MEDIA LIMITED

By: /s/ Tianqiao Chen

Name: Tianqiao Chen

Title: Director

SHANDA INVESTMENT GROUP LIMITED

By: /s/ Tianqiao Chen

Name: Tianqiao Chen

Title: Director

SHANDA TECHNOLOGY OVERSEAS CAPITAL COMPANY LIMITED

By: /s/ Tianqiao Chen

Name: Tianqiao Chen

Title: Director

SHANDA ASSET MANAGEMENT INVESTMENT LIMITED

By: /s/ Tianqiao Chen

Name: Tianqiao Chen

Title: Director

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## Section 2: EX-99.6 (EXHIBIT 6)

Exhibit 6

### SHARE REPURCHASE AGREEMENT

THIS SHARE REPURCHASE AGREEMENT (this “**Agreement**”) is made and entered into as of the 22nd day of December, 2017, by and between Shanda Asset Management Investment Limited, a British Virgin Islands company (“**Seller**”) and Legg Mason, Inc., a Maryland corporation (the “**Company**”).

## RECITALS:

WHEREAS, Seller beneficially owns 5,567,653 shares of the issued and outstanding Common Stock, \$0.10 par value, of the Company (“**Company Shares**”);

WHEREAS, Seller desires to sell, and the Company desires to purchase, free and clear of any and all Liens (as defined herein), the 5,567,653 Company Shares held by Seller (the “**Purchased Shares**”) for an aggregate purchase price of \$225,489,946.50 upon the terms and conditions set forth in this Agreement (the “**Repurchase Transaction**”); and

WHEREAS, after due consideration, the Board of Directors of the Company has approved the Repurchase Transaction and the related actions that may be required in connection with the Repurchase Transaction;

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, agreements and representations and warranties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## ARTICLE I SALE AND PURCHASE OF SHARES

Section 1.1 Purchase and Sale. Upon the terms and subject to the conditions of this Agreement, at the Closing (as defined herein) Seller agrees to sell, convey, assign, transfer and deliver to the Company (subject to receipt of the payment provided herein), and the Company agrees to purchase from Seller, the Purchased Shares, free and clear of any and all mortgages, pledges, encumbrances, liens, security interests, options, charges, claims, deeds of trust, deeds to secure debt, title retention agreements, rights of first refusal or offer, limitations on voting rights, proxies, voting agreements, limitations on transfer or other agreements or claims of any kind or nature whatsoever (collectively, “**Liens**”).

Section 1.2 Purchase Price. Upon the terms and subject to the conditions of this Agreement, in consideration of the aforesaid sale, conveyance, assignment, transfer and delivery to the Company of the Purchased Shares, the Company shall pay to Seller a price per Purchased Share of \$40.50, for an aggregate price of \$225,489,946.50, in cash.

Section 1.3 Closing. Subject to the terms and satisfaction of the conditions herein, the closing of the Repurchase Transaction under this Agreement (the “**Closing**”) shall occur concurrently with the execution of this Agreement by the parties (the “**Closing Date**”) on a “delivery-versus-payment” basis as agreed by the Company and Seller. Simultaneously with the execution of this Agreement by the parties hereto: (a) Seller shall irrevocably instruct its broker(s) to deliver the Purchased Shares, along with any necessary instruments of transfer, duly executed on behalf of Seller, in accordance with written instructions provided by the Company and shall take all actions required by the Company’s broker or transfer agent to effect such transfer

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(or alternatively, such delivery shall be made in such form as may be agreed by the Company and Seller as necessary to effect the transfer of such Purchased Shares in accordance with the terms hereof) and (b) the Company shall irrevocably instruct its bank to deliver the Purchase Price to Seller by wire transfer of immediately available funds in accordance with written instructions provided by Seller to the Company at least two (2) business days prior to Closing.

## ARTICLE II REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby makes the following representations and warranties to the Company:

Section 2.1 Existence; Authority. Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization. Seller has all requisite corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby and has taken all necessary action to authorize the execution, delivery and performance of this Agreement.

Section 2.2 Enforceability. This Agreement has been duly and validly authorized, executed and delivered by Seller and, assuming due and valid authorization, execution and delivery by the Company, this Agreement constitutes a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as such enforceability may be affected by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws of general application affecting enforcement of creditors' rights generally and general principles of equity.

Section 2.3 No Conflict. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not conflict with, result in the breach of any of the terms or conditions of, constitute a default under or violate, accelerate or permit the acceleration of any other similar right of any other party under, the organizational documents or bylaws of Seller, any law, rule or regulation or any agreement, lease, mortgage, note, bond, indenture, license or other document or undertaking, to which Seller is a party or by which Seller or its properties may be bound, nor will such execution, delivery and consummation violate any order, writ, injunction or decree of any federal, state, local or foreign court, administrative agency or governmental or regulatory authority or body (each, an "**Authority**") to which Seller or any of its properties is subject; and no consent, approval, authorization, order, registration or qualification of or with any person, organization or Authority is required for the consummation by Seller of the transactions contemplated by this Agreement.

Section 2.4 Ownership. Seller is the owner of the Purchased Shares, free and clear of any and all Liens. Seller has full power and authority to transfer full legal ownership of such Purchased Shares to the Company

Section 2.5 Good Title Conveyed. Seller has, and immediately prior to the delivery of the Purchased Shares to the Company at the Closing, Seller will have, valid and unencumbered title to the Purchased Shares to be sold by Seller hereunder at such time of delivery. Good, valid and marketable title to the Purchased Shares will effectively vest in the Company at the Closing.

Section 2.6 Sophistication of Seller. Seller has made an independent decision to sell the Purchased Shares to the Company based on Seller's knowledge about the Company and its business and other information available to Seller, which it has determined is adequate for that purpose. Seller acknowledges and agrees that, except as set forth in this Agreement, the Company is not making any express or implied warranties in connection with the Repurchase Transaction. Seller has not relied upon any express or implied representations or warranties of any nature made by or on behalf of the Company, whether or not any such representations, warranties or statements were made in writing or orally, except as expressly set forth for the benefit of Seller in this Agreement.

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Seller has such knowledge and experience in financial and business matters and in making investment decisions of this type that it is capable of evaluating the merits and risks of making its investment decision regarding the Repurchase Transaction and of making an informed investment decision. Seller and/or Seller's advisor(s) have had a reasonable opportunity to ask questions of and receive answers from a person or persons acting on behalf of the Company concerning the Purchased Shares and the Company and all such questions have been answered to Seller's full satisfaction. Seller acknowledges that the Company and its affiliates, officers and directors may possess material non-public information not known to Seller regarding or relating to the Company, including, but not limited to, information concerning the business, financial condition, results of operations or prospects of the Company. Seller acknowledges and confirms that it is aware that future changes and developments in (i) the Company's business and financial condition and operating results, (ii) the industry in which the Company competes and (iii) overall market and economic conditions, may have a favorable impact on the value of the Company Shares after the sale by Seller of the Purchased Shares to the Company pursuant to terms of this Agreement. Without limiting the generality of the foregoing, except as set forth in this Agreement, the Company makes no representations with respect to the information provided to Seller in connection with this Agreement or the transactions contemplated herein, including any current or projected financial information.

### **ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE COMPANY**

Section 3.1 Existence. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Maryland and has the power, authority and capacity to execute and deliver this Agreement, to perform the Company's obligations hereunder, and to consummate the transactions contemplated hereby.

Section 3.2 No Conflict. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not conflict with, result in the breach of any of the terms or conditions of, constitute a default under or violate, accelerate or permit the acceleration of any other similar right of any other party under, the organizational documents or bylaws of the Company, any law, rule or regulation or any agreement, lease, mortgage, note, bond, indenture, license or other document or undertaking, to which the Company is a party or by which the Company or its subsidiaries or properties may be bound, nor will such execution, delivery and consummation violate any order, writ, injunction or decree of any Authority to which the Company or any of its subsidiaries or properties is subject; and no consent, approval, authorization, order, registration or qualification of or with any person, organization or Authority is required for the consummation by the Company of the transactions contemplated by this Agreement.

Section 3.3 Valid and Enforceable Agreement; Authorization. This Agreement has been duly authorized, executed and delivered by the Company and, assuming due and valid authorization, execution and delivery by Seller, constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws of general application affecting enforcement of creditors' rights generally and general principles of equity.

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**ARTICLE IV  
MISCELLANEOUS**

Section 4.1 Entire Agreement. This Agreement and the other documents and agreements executed in connection with the Repurchase Transaction embody the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous oral or written agreements, representations, warranties, contracts, correspondence, conversations, memoranda and understandings between or among the parties or any of their agents, representatives or Affiliates (as defined herein) relative to such subject matter, including, without limitation, any term sheets, emails or draft documents.

Section 4.2 Survival of Representations and Warranties. All representations and warranties contained herein or made in writing by any party in connection herewith shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby until the expiration of the applicable statute of limitations.

Section 4.3 No Third Party Beneficiaries or Other Rights. This Agreement is for the sole benefit of the parties and their successors and permitted assigns and nothing herein express or implied shall give or shall be construed to confer any legal or equitable rights or remedies to any person other than the parties to this Agreement and such successors and permitted assigns.

Section 4.4 Amendment and Waiver. The provisions of this Agreement may be amended or waived only with the prior written consent of the Company and Seller.

Section 4.5 Notice. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given if so given) by hand delivery, cable, telecopy or mail (registered or certified, postage prepaid, return receipt requested) to the respective parties hereto addressed as follows, or by email at the address provided by one party to the other:

If to the Company:

Legg Mason, Inc.  
Thomas C. Merchant  
Executive Vice President and General Counsel  
100 International Drive  
Baltimore, Maryland  
Telephone: (410) 539-0000

If to Seller:

Shanda Asset Management Investment Limited  
Li Han  
Group General Counsel  
8 Stevens Road, Singapore 257819  
Telephone: (+65) 6361 0060

Section 4.6 Specific Performance. The parties acknowledge and agree that the other would be irreparably injured by a breach of this Agreement and that money damages are an inadequate remedy for an actual or threatened breach of this Agreement. Accordingly, the parties agree to the granting of specific performance of this Agreement and injunctive or other equitable relief as a remedy for any such breach or threatened breach, without proof of actual damages, and further agree to waive any requirement for the securing or posting of any bond in connection with any such remedy. Such remedy shall not be deemed to be the exclusive remedy for a breach of this Agreement, but shall be in addition to all other remedies available at law or equity.

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Section 4.7 Certain Definitions. As used in this Agreement, (a) the term “**Affiliate**” shall have the meaning set forth in Rule 12b-2 under the Securities Exchange Act of 1934, as amended, and shall include persons who become Affiliates of any person subsequent to the date hereof; and (b) the Company and each Seller is referred to herein individually as a “**party**” and collectively as “**parties**.”

Section 4.8 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided that this Agreement (and any of the rights, interests or obligations of any party hereunder) may not be assigned by any party without the prior written consent of the other parties hereto (such consent not to be unreasonably withheld). Any purported assignment of a party’s rights under this Agreement in violation of the preceding sentence shall be null and void.

Section 4.9 Counterparts. This Agreement may be executed in multiple counterparts, and on separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Any counterpart or other signature hereupon delivered by facsimile or email shall be deemed for all purposes as constituting good and valid execution and delivery of this Agreement by such party.

Section 4.10 Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 4.11 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to choice of law principles thereof that would cause the application of the laws of any other jurisdiction.

Section 4.12 Submission to Jurisdiction. Each of the parties irrevocably submits to the exclusive jurisdiction and service and venue in the U.S. District Court for the Southern District of New York or any New York state court located in the borough of Manhattan in the City of New York for the purposes of any action, suit or proceeding arising out of or with respect to this Agreement. Each of the parties irrevocably and unconditionally waives any objections to the laying of venue of any action, suit or proceeding relating to this Agreement in any federal or state court sitting in the U.S. District Court for the Southern District of New York or any New York state court located in the borough of Manhattan in the City of New York, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY.

Section 4.13 Further Assurances. Upon the terms and subject to the conditions of this Agreement, each of the parties hereto agrees to execute such additional documents, to use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to consummate or make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement.

Section 4.14 Costs and Expenses. All fees and expenses incurred by each party hereto in connection with the matters contemplated by this Agreement shall be borne by the party incurring such fee or expense, including without limitation the fees and expenses of any investment banks, attorneys, accountants or other experts or advisors retained by such party

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Section 4.15 Public Announcement; Public Filings.

(a) Seller and the Company acknowledge and agree that the Company may issue a press release which discloses (i) the number of shares purchased and the price paid by the Company in connection with the Repurchase Transaction, and (ii) the application of the Company's share repurchase authorization to the Repurchase Transaction. Except as otherwise provided in the foregoing sentence and under Section 4.15(b), no party hereto nor any of its respective Affiliates shall issue any press release or make any public statement relating to the transactions contemplated hereby (including, without limitation, any statement to any governmental or regulatory agency or accrediting body) that is inconsistent with, or are otherwise contrary to, the statements in the press release.

(b) Promptly following the date hereof, (i) Seller shall cause to be filed with the Securities and Exchange Commission ("SEC") an amendment to its most recent Schedule 13D, as amended, and (ii) the Company shall cause to be filed with the SEC a report on Form 8-K.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as of the date first above written.

**LEGG MASON, INC.**

By: /s/ Joseph A. Sullivan

Name: Joseph A. Sullivan

Title: Chairman and CEO

**SHANDA ASSET MANAGEMENT INVESTMENT LIMITED**

By: /s/ Tianqiao Chen

Name: Tianqiao Chen

Title: Director

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